

XXXXXX
THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF



KYDODI SUGAR ESTATE LIMITED

Incorporated this day of 1980

MUHAMMAD MOHAMED HAKDI
A PROMOTER OF THE COMPANY
P.O. BOX 74
MCRCOCHO.

T A N Z A N I A

CERTIFICATE OF INCORPORATION

NO. 0582
16-12-1981

I HEREBY CERTIFY that " KUDUJI SUGAR ESTATE LIMITED" is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is LIMITED.

Given under my hand at Dar es Salaam this
day of one thousand nine hundred and eighty.



ASST. REGISTRAR OF COMPANIES



TAN ZANIA
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THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

KIDOOI SUGAR ESTATE LIMITED

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1. The name of the Company is "KIDOOI SUGAR ESTATE LIMITED".
2. The Registered Office of the Company will be situated in Mwanza, Tanzania.
3. The objects for which the Company is established are:-
 - a) To acquire and take over as a going concern the business now carried on at MOROGORO under the name and style of "KIDOOI SUGAR ESTATE" and all or any of the assets and liabilities of the said business.
 - b) To cultivate grow cure manufacture or otherwise prepare for market buy sell and deal in coffee, cotton, cocoa, sisal, tea coconuts and copra, coconut fibre, and raffia fibre sisal fibre cinchona flax grain fruits and foodstuffs milk and dairy products maize sweetcorn jaggers groundnut castorseed sisal and other oil seeds rice paddy wheat millet lower pepper silk spices rubber tobacco hides skins leather and all agricultural produce from soil and animals and their bye-products and generally to carry on the business of planters farmers cultivators forest contractors grazers cattle breeders stockmen and dealers manufacturers chemical processors and marketers of every kind of vegetable mineral animal produce and all other produce and merchandise.
 - c) To purchase, take on lease or otherwise acquire any land farm or plantation and to develop the said land or farm or plantation by clearing, draining, fencing, planting, cultivating or otherwise improving the same.
 - d) To treat, cure or to submit to any process of manufacture or render marketable, any agricultural and other produce and for such purpose to erect and work all such mills, machinery and to sell, dispose of and deal in any such machinery and either in its prepared or manufactured or raw state and either by wholesale or retail.
 - e) To carry on the business of transporters and running omnibus motor cars and other public or private conveyance and garage proprietors cars, carriages, cabs and fly or other vehicles dealers, manufacturers, and repairers, dealers in motor accessories of all kinds and business of private and/or common carriers.
 - f) To carry on the business of importers, exporters manufacturers and dealers in and storers and warehousemen of hardware, battery, battery solution, distilled water, insecticides, disinfectants fluids, hair oil, and all or any other commodities and things which may be conveniently used or manufactured in confirmation with any of the following or any similar business or manufacturers or which shall be capable of being used for the purpose of any business herein mentioned or likely to be required by customers of any such business.
 - fl) To carry on the business of clearing and forwarding agents, commission agents rail road and shipping agents and agents for all classes of insurance.

- e) To carry on the business of importers, dealers and distributors of kerosene, petrol, motor spirit, mineral oil crude oil, petroleum, lubricating oil, grease and all other kinds of mineral and petroleum products.
- h) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- i) To establish agents and agencies in different parts of the world for the purpose of carrying on any part of the business of the Company.
- j) To carry on the business of general merchants, general store-keepers, universal providers, importers, exporters and wholesale and/or retail traders of or otherwise dealers of and in cotton, silk, and woollen goods and textile fabrics of all kinds.
- k) To enter into any arrangements and contracts with Government or Authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons, having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government Authority, Corporation, Company or persons any charters, contracts, decrees, rights, privileges and concessions.
- l) To purchase, take on lease, option or licence, exchange, or otherwise acquire in any part of the world, prospecting rights and contracts, leases, options, mineral properties, grants, concessions, charters, privileges, licences or authorities of and over mines, land and mineral or other properties either absolutely or conditionally.
- m) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debenture stock, certificates or other securities, perpetual or otherwise charged upon all or any other Company's rights and property (Present and future) including any unutilised capital or without any such security and to purchase, redeem, or pay off any such security or loan.
- n) To amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in any business or transaction which this Company is authorised to carry on, or engage in any business or transaction capable of being conducted so directly or indirectly to benefit this Company. And to take or otherwise acquire shares and securities of any such Company, and sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- o) To promote another company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- p) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- q) To carry on the business by wholesale or retail of automotive spares and parts of all description tyres and tubes batteries battery solutions and all other spares accessories and goods as may be conveniently sold thereunto and all things capable of being used therewith or in the maintenance, repair and manufacture thereof.



- r) To carry on the business of saw mills and the preparation of timber for market and the manufacture of and dealing in all articles made of or principally made of wood.
- s) To construct, erect, maintain and alter any buildings, machinery plant works necessary or convenient for the purpose of the Company.
- t) To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- u) Generally to purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particular any land, buildings, equipments machinery plant and stock-in-trade.
- v) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as the Company may from time to time determine.
- w) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the Company's capital, or any debentures or other securities of the Company or the conduct of its business.
- x) To distribute any part of the property of the Company in specie among the members.
- y) To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the Company and customers and others having dealing with the Company and to guarantee the performance of contracts by such persons.
- z) To draw, make accept endorse discount execute and issue cheques promissory notes bills of exchange, bills of lading, warrants debentures and other negotiable or transferable instruments.
- aa) To do all or any of the above things in any part of the world as principals, agents, contractors trustees or otherwise alone or in conjunction with others.
- bb) To pay the expenses of and preliminary and incidental to the promotion establishment and registration of the Company or of any other Company promoted, formed established or registered by the Company and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking placing or under-writing all or any of the shares or debentures, or other obligations of the Company or of any Company so promoted, formed, established or registered by the Company.
- cc) To obtain all powers and authorities necessary to carry out or extend any of the above objects.

The objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or

incorporated in the objects mentioned in the first sub-section of this clause, and the Company shall have full power to exercise all or any of the powers conferred by any part of the said clause in any part of the said clause and notwithstanding that the business, immovable property or other property to be transferred, acquired, held, sold or permitted to be sold shall be the object of the first sub-section of this clause.

It is hereby declared that the word "MEMBER" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated, and further described in each notice or elsewhere and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent and separate and shall not be limited or restricted by a reference to or inference from the words of any other paragraph of the Memorandum of the Company.

- 6. The liability of the members is limited.
- 7. The initial capital of the Company is Rs. 100,000/- divided into 1000 shares of Rs. 100/- each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.
- 8. The several persons whose names and addresses are subscribed are desirous of being taken into a Company, in pursuance of this Memorandum of Association, and so respectively agree to take the amount of shares in the capital of the Company set opposite their respective names

Name, Addresses and Descriptions of Subscribers	Number of shares taken	Signature
1. MARHAT MOHAMMED HANU A COMPANY DIRECTOR T.O. BOX 74 MIRJAPUR.	50	 M. M. HANU
2. MARHAT MOHAMMED HANU A COMPANY DIRECTOR T.O. BOX 74 MIRJAPUR.	20	 M. M. HANU

Certified as true Copy of the Original
Marhat M. Mohamed
 Advocate, Notary Public
 & Commissioner of the
 State of Karnataka
 17/12/20

DATED at Dar es Salaam this 11 ⁷⁴ day of December 1907

WITNESSES to the above Signatures

Signature.....
 Postal address.....
 Qualifications.....





COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

KINOM SUGAR ESTATE LIMITED



PRELIMINARY

1. In these Regulations:-

"The Ordinance" means the Companies Ordinance Chapter 212 of the Laws of Tanzania.

When any provision of the Ordinance is referred to, the reference is that provision as modified by any law for the time being in force.

Unless the context otherwise requires, the expressions defined in the Ordinance or any statutory modification thereof in force at the date at which these Regulations become binding on the Company, shall have the meanings so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, Co-operative Societies etc.

The Regulation of Table 'A' in the First Schedule to the Companies Ordinance (hereinafter called Table 'A' shall apply to the Company, save in so far as they are varied or excluded hereby, but in case of, any conflict between the provisions herein, and the provisions under Table 'A' the former shall prevail; and in addition to substitution shall be the regulations of the Company.

PRIVATE COMPANY

2. The Company is a private company and accordingly:-

- a) The right to transfer shares in restricted in manner hereinafter prescribed.
- b) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty; provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member.
- c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- d) The Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

3. The Directors may in their discretion and without assigning any reason therefor refuse to register the transfer of any share to any person whom it shall in their opinion be undesirable for any reason whatsoever to admit to membership.

4. Subject to clauses 2 and 3 thereof the right to purchase or transfer their shares shall be restricted as follows:-

- a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one who it is desirable in the interest of the Company to admit to Membership.
- b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of such shares to any member or members of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.
- c) Upon price of such shares being agreed on or determined as per clause (b) above, the Board shall forthwith give notice to each of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such shares inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such 21 days' notice the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be pro rata according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be sold to him, provided that no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to the single shareholder who shall have agreed to purchase the same.

GENERAL MEETINGS: NOTICE OF GENERAL MEETINGS AND PROCEEDINGS AT GENERAL MEETINGS

5. Articles 39 to 55 Table "A" shall apply subject to the following variations:
- a) A General Meeting, ordinary or extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
 - b) Two members, present either personally or by proxy shall form a quorum.
 - c) Any ordinary resolution of the Company determined without any General Meeting and evidenced by writing under the hands of majority of the Directors and of the members of the Company holding threefourths of the issued shares of the Company shall be valid and effectual as an ordinary resolution duly passed at a General Meeting of the Company.

DIRECTORS

- a) Until otherwise determined by the Company in General Meeting the Directors shall not be less than two and not more than seven in number.

b) The following persons shall be the first Directors of the Company:

1. MBARAK MOHAMED NAJDI
2. MOHAMED MBARAK NAJDI

7. The shareholding qualification for Directors may be fixed by the Company in general Meeting, and unless and until so fixed no qualification shall be required.
8. The quorum of Directors for transacting business shall, unless otherwise fixed, by the Directors, be two.
9. A Resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a Meeting of Directors duly called and constituted.
10. The Directors may from time to time borrow or raise any moneys for the purposes of the Company which may exceed the issued share capital of the Company.

BORROWING POWERS

11. The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit and they may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital or by the issue, at such price as they may think fit or bonds or debentures, either charged upon the whole or any part of the property and assets of the Company, or not charged, or in such other way as the Directors may think expedient.

ALTERNATE DIRECTORS

12. Each Director may nominate a person, who shall be approved of in writing by the other Director, to act as alternate in his place during his absence from Tanzania or inability to act as such Director. Such Alternate Director shall be subject in all other respects to the terms and conditions existing with reference to the Directors and discharge all duties and functions of the Director whom he represents and in the case of an Alternate Director being unable to act during the absence or inability to act as the Director whom he represents he may subject to the like approval of the other Directors appoint a duly qualified person to act in his place.

SECRETARY

13. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

WINDING UP



14. With the sanction of a Special Resolution of the Shareholders any part of the assets of the Company including any shares in other companies may be divided between the Members of the Company in specie or may be vested in Trustees for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

INDEMNITY

15. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application (under Section 345 of the Ordinance) in which relief is granted to him by the Court.

ALTERATION OR ADDITIONS

16. Subject to the provisions of the Ordinance and to those contained in the Memorandum of Association of the Company any Special Resolution made alteration or addition so made shall be as valid and efficient as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

Names, Addresses and Descriptions of Subscriber	Number of shares taken	Signature
1. <u>MR. RAJ KUMAR SINGH</u> & COMPANY DIRECTOR P.O. NO. 74 MUMBAI.	50	 M. M. NANDI
2. <u>MR. RAJ KUMAR SINGH</u> & COMPANY DIRECTOR P.O. NO. 74 MUMBAI.	50	 M. M. NANDI

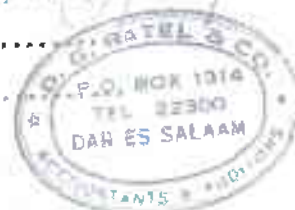
WITNESSED at Durgam Chaloos this 11th day of Dec 1980

WITNESSES to the above Signatures:

Signature:

Postal Address:

Qualification:



b) The following persons shall be the first Directors of the Company:

1. MUSAHA MURRAYD NARDE
2. MOHAMMED MBARAK NARDE

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8. The quorum of Directors for transacting business shall, unless otherwise fixed, by the Directors, be two.
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